

EXHIBIT B

Collective Bargaining Agreement

PROJECT MAINTENANCE

And

OPERATIONS AGREEMENT

Between

PAE, Range Support Services

Fluor Federal Solutions LLC.

C Martin Company, Inc.

And

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA
LOCAL UNION # 631

October 1, 2013-September 30, 2017

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AGREEMENT

This Agreement is entered into October 1, 2013 by and between PAE, Range Support Services, C Martin Company Inc., and Fluor Federal Solutions LLC, hereinafter referred to as the "Contractor" and the Teamsters, Chauffeurs, Warehousemen and helpers of America Local Union 631, hereinafter referred to as the "Union". This Agreement shall apply to the work performed at the Air Combat Command (ACC) portion of the Nevada Test and Training Range, including the Leach Lake Tactical Training Range, and other locations which may be mutually agreed to by the parties in the future, by Employees of the Contractor in the classifications listed in Appendices A and B of this Agreement excluding all other employees, office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

It is the intent of the Parties and purpose of this Agreement to assure a sound and beneficial industrial relationship between the Parties by setting forth the basic wages, benefits, hours of work, and other terms and conditions of employment and by providing an orderly and peaceful means of adjusting and resolving grievances which may arise during the life of this Agreement.

Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female Employees alike.

ARTICLE 1 UNION RECOGNITION

SECTION 1. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining agent for those Employees performing work covered by this Agreement.

ARTICLE 2 WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The work generally subject to this Agreement shall be work performed by the Contractor which is non-covered work under the Davis-Bacon Act and which is not subject to any other collective bargaining agreement.

SECTION 2. Any dispute arising under this Article shall be subject to Article 30, Grievance and Arbitration Procedure.

SECTION 3. If work is performed by this Bargaining Unit that is covered by the Davis-Bacon Act, wages will be paid in accordance with the Davis-Bacon Act. All contractual benefits included in this Agreement will continue during such work and the Contractor

ARTICLE 2 WORK SUBJECT TO THIS AGREEMENT (Continued)

will pay the Employee(s) any difference between the Davis-Bacon Act fringe benefit amount and the cost of the contractual benefit. Davis-Bacon work will be offered equally to those individuals within their department with the qualifications, skill and ability to perform the required work. Management and supervisors will distribute the work orders evenly to those individuals who are qualified to successfully accomplish the work. All individuals will stay on the project until completed. If a need for additional workers arises, the next most qualified individual(s) will be added to the project.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1. Except as specifically limited by this Agreement, any and all of the rights, duties, powers, functions, authorities, and prerogatives of the Contractor to manage, control and direct its business, operations, and activities are vested in and retained by the Contractor, including, but not limited to, the assignment and direction of its Employees.

SECTION 2. The Contractor shall be the sole judge of the competence of each Employee and of the number of employees required to perform any work subject to this Agreement. The Contractor shall have the right to hire, promote, suspend in lieu of discharge, discharge with just cause, or lay off Employees at its discretion and to reject any applicant for employment.

SECTION 3. The Union agrees to instruct all its members covered by this Agreement to perform any and all work assigned to them in accordance with instructions from Contractor supervision regardless of the nature of the work or of the instructions, provided the work is within the recognized jurisdiction of the Union and can be safely accomplished. The Union will instruct its members they have no right to refuse to perform in accordance with any instructions from Contractor supervision and that in the event they question such instructions; their sole recourse is through the Grievance and Arbitration Procedure as set forth in Article 30.

ARTICLE 4 NO STRIKES OR LOCKOUTS

SECTION 1. Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Contractor and other organizations at the Nevada Test and Training Range, the Contractor and the Union agree that the Contractor's operations must not be interrupted.

In recognition of the above, the Union, collectively, and the Employees covered by this Agreement, individually, agree they will not call, engage in or sanction any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, or boycott of the Contractor's operations including its operations at the Nevada Test and Training Range and Las Vegas, Nevada.

SECTION 2. The Contractor agrees there will be no lockout of the Union or of employees represented by the Union during the term of this Agreement.

SECTION 3. Any violation of Sections 1 or 2 of this Article shall not be subject to the provisions of Article 30, Grievance and Arbitration Procedure.

SECTION 4. A party to this Agreement shall not file any action for damages because of a claimed breach of this Article without giving notice in writing to the other party and allowing twenty-four (24) hours after delivery of such notice to such other party for redress or correction of such a claimed breach. The parties agree that there will be no action for damages filed if redress and correction of such a claimed breach is made in the twenty-four (24) hour period referred to above.

SECTION 5. It shall not be cause for discharge or disciplinary action in the event an Employee individually refuses to go through or work behind any picket line at the Contractor's place of business, provided that said picket line is against PAE, C Martin, Fluor Federal Solutions LLC or any of their subcontractors of any tier and is sanctioned by the Southern Nevada Building and Construction Trades Council, Central Labor Council, or any Union Signatory to PAE, C Martin, Fluor Federal Solutions LLC or any of their subcontractors of any tier.

ARTICLE 5 SECURITY REQUIREMENTS

SECTION 1. The Union agrees that where Government security regulations are placed upon the Contractor, such regulations will govern the acceptance or rejection of an Employee for work coming under those regulations. The Union agrees that should an Employee be removed from the payroll due to the employee's failure or inability to meet or comply with Government security regulations placed upon the Contractor or because the employee's site access is denied or rescinded by the Government, such action shall not be subject to the grievance and arbitration procedure.

ARTICLE 6 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM

SECTION 1. The Contractor and the Union agree they will not discriminate against any Employee or applicant for employment because of race, creed, religion, sex, color, age, handicap, veteran status, national origin, or union membership and in compliance with all Federal laws and the laws of the State of Nevada.

SECTION 2. The parties hereby agree to comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any other orders, which are applicable to government contract operations such as that conducted by the Contractor.

SECTION 3. The parties recognize the requirement that the Contractor, as a federal government contractor, adopt an affirmative action program, which includes goals and objectives for the recruitment, employment, training and upgrading of minority Employees and female Employees. The Union hereby agrees to and supports the implementation of the Contractor's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within this bargaining unit.

ARTICLE 7 HIRING PROCEDURE

SECTION 1. The Contractor and the Union recognize that they are required by law not to discriminate against any applicant for employment because of race, creed, color, national origin, sex, veteran status, age, or disability and hereby declare their acceptance and support of such laws. The parties also agree to comply in all aspects with all applicable laws and Executive orders regarding nondiscrimination.

SECTION 2. The Contractor shall be the sole judge as to the competence or relative competence of all applicants, and the Contractor may reject any job applicant. The Contractor retains complete rights to determine eligibility for employment for all job applicants and the right to conduct necessary screening to determine eligibility. The Contractor agrees to furnish the Union on a quarterly basis, upon request, the qualifications for each classification of their Company, that relate to the CBA.

SECTION 3. The Contractor will notify the Union Dispatch Office by facsimile of all vacancies in the Bargaining Unit, whether part-time, full-time, or temporary, and state the job requirements. The Union will have three (3) recurring working days, by mutual agreement, to refer qualified applicants for the vacancies. If the Union is unable to provide applicants acceptable to the Contractor within three (3) working days, the Contractor will utilize other employment resources to fill the vacancies. Temporary employment is defined as a job lasting up to sixty (60) calendar days.

SECTION 4. In the event the Contractor finds qualified individuals to fill the vacancies, the Contractor shall notify the Union Business Agent (electronically) within three (3) working days of the names, start dates, job classifications and work locations of each individual.

SECTION 5. The Contractor agrees that all new Employees hired for vacancies in the Bargaining Unit will be referred by the Contractor to the Union before starting work at their work location. The purpose of this referral is to introduce the newly hired Employees to the representatives of the Union.

ARTICLE 8 EMPLOYMENT PROCESSING TIME

SECTION 1. The Contractor agrees to pay all persons employed and put to work for all time spent in pre-employment processing at the straight-time rate of pay.

- a) Once an employee is successfully in-processed, the Employer will pay up to four (4) hours for return travel to their place of deployment. Travel must be within a fifty (50) miles radius of City Hall Las Vegas, Nevada. Travel is paid at the straight time hourly rate.

SECTION 2. The Contractor agrees to pay all Employees for all time spent in processing which is required by the Contractor on the termination of an Employee for any reason.

SECTION 3. For the purpose of Sections 1 and 2 above, the records of the Human Resources Department of the Contractor shall be determinative of the amount of processing time involved. For the purpose of Section 1 of this Article, "pre-employment processing" is defined as Contractor required activities, which occur after an offer of employment has been accepted by an applicant.

SECTION 4. Employees returning to work from leave without pay shall be entitled to payment for processing time spent in Human Resources or Security, as required by the Contractor.

SECTION 5. Any processing time, such as security interviews and required Contractor medical examinations, etc., shall not be counted as time worked for the purposes of computing overtime.

ARTICLE 9 WORKDAY AND WORKWEEK

SECTION 1. The standard workday shall begin at 12:01 a.m., and shall end at 12:00 midnight.

SECTION 2. The standard workweek shall begin at 12:01 a.m. Monday, and shall end at 12:00 midnight the following Sunday.

SECTION 3. The regular workday for Employees will consist of eight (8) consecutive hours of work exclusive of a one-half (1/2) hour unpaid meal period; and the alternate workday, which may be established at the discretion of the Contractor, will consist of ten (10) consecutive hours of work exclusive of a one half (1/2) hour unpaid meal period.

SECTION 4. The regular workweek for Employees will consist of any five (5) workdays during the period Monday through Sunday with two (2) consecutive days off between work weeks; and the alternate work week for employees will consist of any four (4) work

ARTICLE 9 WORKDAY AND WORKWEEK-(Continued)

days during the period Monday through Sunday with three (3) consecutive days off between work weeks.

SECTION 5. It is not the intent of the Contractor to change the Monday through Friday, Monday through Thursday or Tuesday through Friday work weeks and shifts of current employees in such a manner to require them to work on Saturdays and/or Sundays. Should they work Saturday and/or Sunday, they will be paid in accordance with Article 10 (Overtime).

SECTION 6. Should mission requirements expand the need for additional work week coverage and shift support, in areas not currently designated, the parties upon mutual consent may modify or change the work week.

SECTION 7. All affected positions will be bid in accordance with Article 28, Section 12 (Seniority).

SECTION 8. For the purpose of Section 4 above, Sunday and Monday will be considered consecutive days off. Sunday is always the last day of the work week.

SECTION 9. For the purpose of this Article and for determining the appropriate rate of pay, that portion of a graveyard shift, which is actually worked on the calendar day preceding the calendar day on which the particular graveyard shift occurs shall be considered as having been worked on the calendar day on which the graveyard shift occurs. In further clarification of the above, if Monday morning graveyard shift begins at 11:00 p.m. Sunday night, the hour of work performed on Sunday between 11:00 p.m. and midnight shall be considered as having been performed on Monday.

Further, that portion of a swing shift or alternate night shift, which is actually worked on the calendar day following the calendar day on which the particular swing shift or alternate night shift commenced, shall be considered as having been worked on the day on which the swing shift or alternate night shift commenced.

SECTION 10. This Article shall not be construed as a guarantee of hours of work per day or of days of work per week.

SECTION 11. All pay computations are based on the workday noted in Section 1 and the workweek noted in Section 2 of this Article, regardless of which shift or which workdays are the assigned shifts and workdays for the individual Employee.

SECTION 12. Except in emergencies, the Contractor shall provide the Employees involved and the Union with five (5) calendar days' notice of changes in normal or alternate weeks.

ARTICLE 10 OVERTIME PAY

SECTION 1. Employees covered by this Agreement are to be paid for hours actually worked at the rate of one and one-half (1-1/2) times their base rate for:

- a) All hours worked in excess of forty (40) hours per week
- b) All hours worked in excess of eight (8) hours in any workday for Employees assigned to a regular five-day workweek
- c) All hours worked in excess of ten (10) hours in any workday for Employees assigned to the alternate schedule of a four-hour workweek.
- d) All hours worked outside a full-time Employee's scheduled shift hours.
- e) All hours worked on an employee's sixth (6th) consecutive days on a regular five-day workweek and all hours worked on an employee's fifth (5th), and sixth (6th) days on an alternative workweek.

SECTION 2. Employees covered by this Agreement are to be paid for hours actually worked at the rate of double (2x) times their base rate for:

- a) All hours worked on an employee's seventh (7th) consecutive day on a regular five day workweek; and all hours worked on an employee's seventh (7th) consecutive day on an alternative workweek.

All overtime shall be worked and paid in segments of one-half (1/2) hour.

SECTION 3. It is understood and agreed that the Contractor has the right to require Employees to perform overtime work in order to meet mission requirements. Employees will be given as much advance notice as possible.

SECTION 4. The opportunity for overtime work will be offered equally among all full-time Employees of the appropriate Company and classification at the location requiring the overtime work. If there are no volunteers, overtime will be assigned in reverse seniority order.

SECTION 5. No overtime shall be worked without authorization of the appropriate Company Supervisor.

SECTION 6. There will be no pyramiding of overtime.

ARTICLE 11 REPORTING TIME AND MINIMUM PAY

SECTION 1. An Employee reporting for work at his scheduled starting time shall receive pay for a minimum of four (4) hours if assigned to the regular workday and five (5) hours if assigned to the alternate workday unless notified before the end of his last work period not to report for work or unless the Employee fails to complete his shift as assigned by the Contractor.

In administering this provision, the time worked shall be paid at the rate appropriate for the day on which the Employee reports. An Employee who reports and works on a scheduled overtime day shall be paid at the overtime rate for actual hours worked. If the Contractor releases the Employee prior to completion of the minimum hours stated above, the remaining minimum hours shall be paid at the straight-time rate of pay. If the Employee voluntarily stops work prior to completion of the minimum hours, the remaining minimum hours shall not be paid.

SECTION 2. The provisions of Section 1 above will not apply to an Employee who reports for work in an unfit condition, is unable to perform said work for some other reason which is his own responsibility, or who chooses to utilize paid or unpaid leave for some portion of the shift.

SECTION 3. In case Employees are required to work temporarily in a higher classification in a workday, they shall be paid at the appropriate hourly rate of the higher classification for all hours worked in the higher classification in one (1) hour increments but not less than two (2) hours in any one workday. Employees required to work temporarily in a lower classification will be paid at the hourly rate for their normal classification for all hours worked in the lower classification.

- a) Employees who perform "Certified" training will be paid the highest rate of pay of the employee they are certifying plus an additional one dollar and fifty cents (\$1.50) per hour. All certified training will be scheduled and approved by the Contractor's Training Supervisor. Once an approval is issued, the employee performing the certification will receive a minimum of two (2) hours pay.

SECTION 4. Contractor-required training shall be considered to be work time. However, training courses which are required in conjunction with discipline for violation of Contractor Policies or Procedures will not be considered to be work time.

SECTION 5. It is not the intent of the Contractor to use Section 1 as a means to limit the amount of overtime.

ARTICLE 12 ON-CALL/CALL-OUT PROVISIONS

SECTION 1. ON-CALL

- a) Scheduling will be based on a volunteer basis. In the case where there are no volunteers, coverage will be assigned with qualified personnel by management in reverse seniority order.
- b) While on-call, employees must remain in a condition fit for duty. If a worker does not have a personal cell phone, the company will provide a cell phone for on-call use only and must be able to respond to the call within one hour. The employee will start on-call at the end of a scheduled shift and remain in on-call status until returning to his next scheduled shift.
- c) Time spent on-call will be paid at a rate of \$2.50 per hour.
- d) An employee that is called out to the location shall be paid for actual hours worked at the overtime rate.
- e) Upon completion of task, employees may then be returned to on-call status for the duration of the designated period.

SECTION 2. CALL-OUT

- a) Employees who have left the job at the end of their regular shift and who are subsequently called out to perform work which is not continuous with their daily working schedule shall be paid in accordance with other applicable provisions of this Agreement but in no event less than the equivalent of four (4) hours' pay at the overtime hourly rate for Employees assigned to an eight (8)-hour shift or five (5) hours' pay at the overtime hourly rate for Employees assigned to a ten (10)-hour shift. If the Contractor releases the Employee prior to completion of the minimum hours stated above, the remaining minimum hours shall be paid at the overtime rate of pay. If the Employee voluntarily stops work prior to completion of the minimum hours, the remaining minimum hours shall not be paid.
- b) If an Employee is contacted in his/her off-duty hours by salaried supervision and asked for technical advice, or, as a Lead man, to assemble a crew, he/she will be entitled to a minimum of one(1) hour pay at the straight-time rate of pay.
- c) The Contractor will not reduce regular shift hours to compensate for call out pay.
- d) An Employee who is called out will be credited with travel time. For the purpose of this Section, travel time is defined as: The point at which the Employee picks up a Contractor vehicle and returns that vehicle to a Contractor compound or defined location.
- e) Employees who have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay and actual hours worked thereafter at the applicable overtime rate for employees assigned to an eight (8) hours shift, or a minimum of five (5) hours pay and actual hours worked thereafter at the applicable overtime rate for employees assigned to the ten (10) hour shift.

ARTICLE 13 SHIFTS

SECTION 1. The Contractor may establish and work a single shift system or a multiple shift system for any portion of the work covered by this Agreement below. Except for part-time Employees and as provided in Article 9, Workday and Workweek, Section 3, alternate workday, a shift shall consist of eight (8) consecutive hours of work exclusive of meal period.

SECTION 2. The regular workweek shifts for employees will be designated as follows:

- a) The day shift shall be worked between the hours of 5:00am and 6:30pm.
- b) The swing shift shall be worked between the hours of 3:00pm and 1:00am.
- c) The grave shift shall be worked between the hours of 11:00pm and 9:00am.

SECTION 3. The alternate workweek shifts for employees will be designated as follows:

- a) The day shift shall be worked between the hours of 5:00am and 6:30pm.
- b) The swing shift shall be worked between the hours of 3:00pm and 1:00am.
- c) The grave shift shall be worked between the hours of 11:00pm and 9:00am.

The day shift for Range employees only will be worked between the hours of 5:00am and 7:30pm. If the end of the shift is past 4:30pm, the employees shall receive a shift differential of one dollar (\$1.00) per hour for all hours worked that day.

SECTION 4. The workweek for Dining Hall employees only will be designated as follows:

- a) The day shift shall be worked between the hours of 3:00am and 3:00pm.
- b) The swing shift shall be worked between the hours of 10:00am and 9:00pm.
- c) The grave shift shall be worked between the hours of 8:30pm and 7:00am.

SECTION 5. All shifts shall continue for a minimum of one work week.

SECTION 6. Should mission requirements expand the need for additional work week coverage and shift support, in areas not currently designated, the parties upon mutual consent may modify existing shifts or add new shift(s).

SECTION 7. All affected positions will be bid in accordance with Article 28, Section 12 (Seniority).

SECTION 8. The shift periods listed in the Sections above may be modified or changed upon mutual consent of the Contractor and the Union in order to take advantage of daylight hours or to meet special Customer requirements.

SECTION 9. Except in emergencies, the Contractor shall provide employees involved and the Union with three (3) working days' notice of changes to start times that will occur within a designated shift.

SECTION 10. Due to range restrictions, the Contractor has limited time available to perform range maintenance duties. In cases where restrictions have been lifted, employees assigned to range maintenance functions may be notified of start time changes for the following day, prior to the end of their scheduled shift.

SECTION 11. Airfield operation shifts will be in accordance with Air Force Instructions: 13-204, volume(s) one (1), two (2) and three (3).

ARTICLE 14 SHIFT DIFFERENTIAL

SECTION 1. An Employee assigned to a regular swing shift shall be paid a shift differential of seventy-five cents (\$.75) per hour worked on such shift.

SECTION 2. An Employee assigned to a regular graveyard shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour worked on such shift.

SECTION 3. An Employee assigned to the alternate schedule night shift shall be paid a shift differential of seventy-five cents (\$.75) per hour worked on such shift.

SECTION 4. Employees shall be eligible for shift differential for any hours worked for which he/she receives overtime pay under the provision of Article 10, Overtime Pay, and Section 1 (d).

SECTION 5. If the major portion of the shift is worked outside the established hours set forth in Article 13, Sections 2, 3, and 4 shift differential will be paid for the entire shift.

ARTICLE 15 MEAL PERIODS

SECTION 1. For the regular shift schedule an unpaid/uninterrupted meal period of one-half (1/2) hour as scheduled by the Contractor must commence after the third hour and before the end of the fifth hour after the regular starting time of each shift or to fall within the dining facility's meal hours where an on-site dining facility is available to Employees at the option of the Employees. In the event the uninterrupted meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the overtime rate for that one-half (1/2) hour portion of the eight (8) hour shift to compensate for the lost meal period.

SECTION 2. For the alternate shift schedule an unpaid/uninterrupted meal period of one-half (1/2) hour as scheduled by the Contractor must commence after the fourth hour and before the end of the sixth hour after the regular starting time of each shift or to fall within the dining facility's meal hours where an on-site dining facility is available to Employees at the option of the Employees. In the event the uninterrupted meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the overtime rate for that one-half (1/2) hour portion of the ten (10) hour shift to compensate for the lost meal period.

SECTION 3. Times noted in Sections 1 and 2 above may be reasonably adjusted upon mutual consent of the Union and the Contractor.

SECTION 4. If an employee is required to work more than two (2) hours of pre-shift or post-shift overtime, they shall receive a paid meal period of one-half (1/2) hour in addition to the overtime hours worked. If the employee continues to work post-shift overtime, they shall be entitled to an additional one-half (1/2) hour paid meal period each four and one-half (4-1/2) hours thereafter.

SECTION 5. An uninterrupted meal period is defined as a period of time in which an Employee will not purposely be disturbed. Employees may be required to carry radios / cell phones and leave them turned on for the duration of their shift. However, management has the right to contact an Employee at any time, be advised they are at lunch, and decide whether the circumstances to interrupt the meal period are an emergency. In that case, the meal period will be paid at the designated rate.

ARTICLE 16 REST PERIODS

SECTION 1. All overtime of six (6) hours or more shall be followed by at least an eight (8) hour rest period, otherwise the Employee shall remain on premium pay.

SECTION 2. If, in order to comply with Section 1 above, it is necessary to delay the Employee's starting time, it is agreed the Contractor shall have the right to change the starting time of the Employee involved without penalty.

SECTION 3. In clarification of Sections 1 and 2 above, if an Employee is working on an overtime assignment at midnight, he/she will remain on the appropriate overtime rate even though a new workday has started, provided he/she continues to work. If less than an eight (8)-hour rest period is provided, he/she will continue on the appropriate overtime rate until he/she is relieved.

ARTICLE 17 BREAKS

SECTION 1. The Contractor will permit each full-time Employee to take a fifteen (15) minute break period during each half of the work shift without loss of pay. Break periods may be scheduled and may vary according to factors such as mission requirements, and work in progress. Insofar as practicable, break periods will be permitted near the mid-point of each half work shift.

SECTION 2. The Contractor will permit each part-time Employee who is scheduled to work four (4) or more continuous hours to take a fifteen (15) minute break period without loss of pay near the midpoint of such work period subject to mission requirements and work in progress.

SECTION 3. Breaks will normally be taken in order of the Employees' start times.

ARTICLE 18

REPORTING POINTS AND TRANSPORTATION

SECTION 1. All Employees will, as directed by the Contractor, report to their assigned jobsite/work location on their own time. There will be no compensation paid for time spent in travel by an Employee to and from their assigned jobsite/work location.

SECTION 2. The Contractor will provide transportation from Beatty to Tolicha Peak, Tonopah or Cedar Pass Gate to the TTR Compound and return. Transportation will be provided at no cost to the Employee.

SECTION 3. Employees who are required by the Contractor to report to a temporary alternate work location remote from their assigned location at the start of their shift will be paid for the additional round trip travel time required by such assignment, at the straight-time hourly rate of pay.

SECTION 4. In the event that Employees are required to work overtime and those Employees are unable to ride their regularly scheduled transportation, the Contractor shall provide transportation to the Employee's normal transport pick-up point.

SECTION 5. If an Employee has to wait in excess of one hour for transportation pursuant to this Article, that Employee will be placed in pay status from the end of the work period until the transportation is provided unless the failure to provide transportation is beyond the control of the Contractor, including, but not limited to, testing activities, inclement weather, or a major equipment breakdown.

SECTION 6. In the event there is any work beyond the present boundaries of the Nevada Test and Training Range, the Contractor agrees to hold a pre-job conference with the Union to discuss transportation and reporting points.

SECTION 7. Employees will not be required to utilize their own personal vehicle for Company directed travel or at any time they are in work status. In certain instances Employees may use their own personal vehicle with Contractor approval in which case, the Contractor will reimburse the Employee at the current Joint Travel Regulations Rate.

ARTICLE 19 BASE CLOSURE

SECTION 1. The Employer agrees to pay all Employees for their scheduled shift at their applicable rate of pay for any regularly scheduled days that the Base is closed (i.e., the entry control point is closed) and the Employees are not permitted on the work site (Base) to perform their normal duties. Hours paid under this Article will not be counted as time worked for the purpose of computing overtime.

ARTICLE 20 WAGES

SECTION 1. Wages for the classifications covered by this Agreement shall be paid in accordance with Appendix A and B.

The wage rates effective October 1, 2013 shall remain in effect until September 30, 2014, and shall continue from year to year thereafter unless the Contractor or the Union shall give written notice to the other of a desire to change, amend or modify such wage rates at least ninety (90) days prior to September 30, 2014.

The wage rates effective October 1, 2014 shall remain in effect until September 30, 2015, and shall continue from year to year thereafter unless the Contractor or the Union shall give written notice to the other of a desire to change, amend or modify such wage rates at least ninety (90) days prior to September 30, 2015.

The wage rates effective October 1, 2015 shall remain in effect until September 30, 2016, and shall continue from year to year thereafter unless the Contractor or the Union shall give written notice to the other of a desire to change, amend or modify such wage rates at least ninety (90) days prior to September 30, 2016.

The wage rates effective October 1, 2016 shall remain in effect until September 30, 2017, and shall continue from year to year thereafter unless the Contractor or the Union shall give written notice to the other of a desire to change, amend or modify such wage rates at least ninety (90) days prior to September 30, 2017.

In the event notice of desire to change, amend or modify the wage rates of this Agreement is given in accordance with the above, and agreement on new wage rates is not consummated on or before September 30, 2017, Sections 1 and 2 of Article 4, No Strikes or Lockouts, will be suspended solely as to wage dispute and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

Article 20 Wages (Continued)

SECTION 2. All Employees covered by this Agreement shall be paid bi-weekly by direct deposit to a financial institution of the Employees choosing on a designated payday. If the designated payday falls on an observed holiday, payday shall be the workday preceding such holiday. In the event an Employee receives no pay on the designated payday, and the Employee notifies the Company's Program Manager's office of such non-payment by 4:30 p.m. on that payday, the Company will have twenty-four (24) hours to make such payment. If the payment is not made within the twenty-four hour period, he/she shall be compensated in one (1) hour increments at his/her straight-time hourly rate, not to exceed eight (8) hours per calendar day, retroactive to the calendar day after the payday until such payment is made except in cases where the non-payment is caused by the Employee or outside the control of the Company, e.g., an error made by the Employee's financial institution or delivery service.

SECTION 3. Employees who are laid off or discharged must be paid wages due them within three (3) days of the date of layoff or discharge. In the event the Contractor fails to pay the Employee within the three (3) days, such Employee will be paid waiting time, not to exceed eight (8) hours at the Employee's straight-time hourly rate per calendar day, until such payment is made. However, if the non-payment is caused by the laid off or discharged Employee's action or inaction, or in cases of minor timekeeping or computational errors, no waiting time will be paid.

SECTION 4. The following information will be available to Employees on their designated payday or upon request: (a) gross earnings for the pay period; (b) all deductions including, but not limited to, taxes, insurance, dues; (c) accrued vacation and sick leave balances; (d) net earnings deposited to the financial institution.

SECTION 5. Wage increases/allocations required by this Agreement shall be implemented and paid to Employees within forty-five (45) calendar days after receipt by the Contractor of written notification by the Union, and shall be paid retroactively to the effective date of such increases.

SECTION 6. Employees who believe there is an error in their paycheck/pay stub must immediately notify their immediate Supervisor in writing utilizing a "Pay Discrepancy Form". The Supervisor will immediately forward the form to the Contractor payroll office. The payroll office will investigate the suspected error and advise the employee and the Supervisor of the results of their investigation. If it is determined that an error was made, the Contractor shall correct the error within three work days of validation.

If the error was an underpayment and the correction is not made within the designated period, the Contractor shall pay the employee the following:

\$50 for errors less than, or equal to, four (4) hours of straight-time pay (or \$100)
\$100 for errors greater than four (4) hours of straight-time pay (or \$100)

Article 20 Wages (Continued)

If the incorrect payment was caused by an error on the employee's timecard, a corrected timecard must be submitted to the Contractor payroll office and payment will be rendered in the pay period in which the form was received by payroll.

ARTICLE 21 NEW OR REVISED CLASSIFICATIONS

SECTION 1. In the event the Contractor determines the need to establish a new occupational classification or revise the job duties of an existing classification covered by this Agreement, the Contractor will notify the Union of the change prior to the change being implemented.

SECTION 2. The wage rate for the new or revised classification shall be determined by negotiations between the parties. Mission support shall not be delayed through failure to immediately agree upon the wage rate for such classification. In such cases, pending completion of negotiations, the Contractor shall implement the new or revised classification and the Contractor proposed wage rate. A negotiated wage rate which is higher than the Contractor-proposed rate will be paid retroactive to the date the Contractor implemented the classification.

SECTION 3. Should the parties fail to reach agreement on the wage rate for a new or revised classification, either party may refer the issue to arbitration under Article 30 of this Agreement. The Arbitrator shall have the authority to determine the wage rate for the new or revised classification based solely in relationship to the duties and wage rates of other classifications covered by this Agreement.

ARTICLE 22 NON-BARGAINING UNIT EMPLOYEES

SECTION 1. Due to the major national importance of this program and the vital nature of the work being performed at the Nevada Test and Training Range, the Union agrees that non-Bargaining Unit Employees may be required to perform bargaining unit work under certain conditions. It is understood and agreed that non-Bargaining Unit Employees will not normally perform work of Employees covered by this Agreement except under the following conditions.

- a) For the purpose of instructing and training Bargaining Unit Employees.
- b) Under emergency conditions.
- c) In order to prevent injury to Employees or other individuals or damage to property.

The term "emergency" is defined to mean an unforeseen combination of circumstances that call for immediate action.

ARTICLE 23 LEAD POSITION

SECTION 1. An Employee designated by the Employer as Lead shall be paid at the rate of One Dollar and fifty cents (\$1.50) per hour more than the highest minimum rate of the Employees over which he has lead responsibility. This includes any Lead designated to lead other Lead. A Lead designated to lead other Leads shall be classified as a General Lead.

SECTION 2. The necessity for, the number of, and the identity of Lead shall be solely determined by the Contractor. It is not the intent of the Contractor to assign the duties and responsibilities of Leads to an Employee without designating such Employee as Lead and paying him/her in accordance with Section 1 above. It is not the intent of the Contractor by virtue of this provision to eliminate Lead.

SECTION 3. Lead duties shall not include those duties specifically prescribed to supervisory employees as outlined in the National Labor Relations Act (NLRA), Section 2(11). However, their duties shall include:

- a) Establishing goals and assigning tasks within their sections as directed by the Contractor during normal and overtime periods provided any overtime is approved in advance by the Contractor;
- b) the necessary authority to assure the assigned tasks are performed within the specified timeframes while meeting safety and quality standards as required by the CSOW and the Contractor; and
- c) providing input to the Contractor on any problem related issues, including needed resources, tools, equipment training, safety, employee interviews and personnel requirements.

ARTICLE 24 HAZARD PREMIUM

SECTION 1. Hazard premium shall be paid at the rate of one dollar (\$1.00) per hour for a minimum of four (4) hours pay and actual hours worked thereafter. Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard listed below.

- a) Any time spent in any capacity on a numbered bombing range, except when transiting Cross Range Road, Wilson Camp Road, Mile Range Road, and Box Canyon will be entitled to hazard pay.
- b) Work performed which requires the Employee to wear respirator and/or full body suits.
- c) Employees directly involved with Hanta Virus abatement.
- d) Aircraft service personnel when working near aircraft, when required to pin live ordnance, or that are subject to a Hydrazine leak (pre Protection Services authorization for a hazard free area); and including any area that the manager deems hazardous.
- e) Work performed at a height of thirty (30) feet or more above the ground.
- f) Employees directly involved with the transfer of Cryogenics from one vessel to another.
- g) When working with high voltage (high voltage is defined as voltage that exceeds 480 VAC) requiring the Employee to wear the appropriate high-voltage protective equipment (PPE).
- h) Any work performed in "permit-required confined spaces" as stipulated by OSHA.
- i) When Employees are required to wear laser goggles as designated by Black Jack/Blockhouse while on range during combat laser missions.

SECTION 2. The hazard premiums shall be paid only to the member or members of the crew actually exposed to the hazard listed above.

ARTICLE 25 PART-TIME EMPLOYEES

SECTION 1. The parties recognize the need for part-time Employees in limited situations, consistent with operational requirements. The parties understand that this flexibility is not intended as a means to avoid the use of full-time Employees in a situation where a full-time Employee is operationally justified.

SECTION 2. Part-time Employees are normally scheduled to work less than thirty (30) hours per week. Part-time Employees shall be offered extra work within their classification over their normal schedule by seniority.

- a) The Contractor may offer extra work in other classifications if there are no part-time Employees available in that classification. The Employee shall be paid the applicable wage rate for the classification in which they are working.

SECTION 3. Part-time Employee may bid for full-time vacancies in their classification under the same procedure as outlined in Article 28 Seniority, Section 12. Selection criteria will be those shown in Article 28, Section 12, Paragraph (d). Part-time Employees may bid for promotion opportunities under the referenced Article and Section.

SECTION 4. Part-time Employees who become full-time shall not be required to serve a new probationary period provided they have successfully completed their original probationary period.

ARTICLE 26 ALLOWANCES WHILE TRAVELING

SECTION 1. Employees will be paid at their applicable rates for the hours specified on Company directed travel for training or special assignments.

- a) If Employees are in work status and travel status on the same day, and if both the hours worked and traveled are equal or exceed their basic workday, Employees will be paid for both hours worked and traveled.
- b) If Employees are in work status and travel status on the same day, and if both the hours worked and traveled do not exceed their basic workday, Employees will be paid for their basic workday.
- c) If Employees are on travel status only on one of their regularly scheduled workdays, they will be paid for a basic workday.
- d) If Employees are on travel status on a day, which is not one of their regularly scheduled workdays, they will be paid for actual hours of travel.

Article 26 (Continued)

ALLOWANCES WHILE TRAVELING

SECTION 2. When on Company directed travel or on special assignments, Employees covered by this Agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses.

SECTION 3. TDY requiring overnight stay, Employees will be paid per diem rates in accordance with JTR.

ARTICLE 27

UNION REPRESENTATION

SECTION 1. Authorized representatives of the Union shall have access to areas of the jobsite where work is being performed during working hours, but visitations are subject to security and safety regulations of the U. S. Department of Defense and other agencies of the United States government. The Union will notify the Contractor, in advance, of such visits.

SECTION 2. The Job Stewards shall be working Employees, selected by the Union, who shall, in addition to his/her regularly assigned work, be permitted to perform during working hours such of his steward's duties as outlined in Section 4, this Article, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and will not interfere with mission support. The Contractor agrees to allow Job Stewards a reasonable amount of time for the performance of such duties as herein set forth. The Stewards will notify his/her immediate supervisor of the duties that would cause him/her to be away from his/her assigned work site before leaving his/her work assignment and report back to the supervisor upon return. Upon entering the work site of another supervisor's responsibility, the Steward will contact that supervisor before attempting to contact any Employee.

SECTION 3. The Union shall notify the Contractor or its representative, in writing, of the appointment of Job Stewards, and the Contractor, or its representative, before laying off or discharging a Job Steward shall notify the Union, in writing, of its intention to do so five (5) full working days prior to such intended layoff or discharge. The Job Steward shall not be discharged or laid off or disciplined for the performance of his/her agreed-upon duties when performed in accordance with this Article. The Contractor will discuss any possible reassignment with the union prior to transferring a Steward from the specific area where he/she is employed and assigned as a Steward.

ARTICLE 27 UNION REPRESENTATION (Continued)

SECTION 4. To promote harmony between the Union and the Contractor, the Stewards, without interrupting the progress of the job, shall be limited to and shall not exceed the following duties and activities:

- a) Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
- b) Report to his/her Union Representative infractions of the Agreement, which have not been resolved between himself/herself and the Contractor's designated representative.
- c) Meet with the Contractor's Site Manager at step 2 of the grievance procedure.

SECTION 5. In order to maintain effective labor-management relations, the parties agree to meet at least every twelve (12) months to discuss issues of substance, which arise during the term of this Agreement. Specific grievances will not be discussed. The participants in this meeting will include the Program Manager and/or Human Resources of each Company, and the Union's Business Representative. Additional meetings may be held at the mutual agreement of the parties to discuss issues specific to a location and/or work organization. These meetings may be held at the subject location and will be attended by the management of the Company(s) involved and the Union's Business Representative and Steward.

ARTICLE 28 SENIORITY

SECTION 1. Seniority is defined as the total accumulated period of time an Employee has worked with the Contractors under this Contract since his/her last date of hire. In addition, for those Employees hired by the Contractors on October 1, 2002, seniority shall include the time worked since last date of hire by the predecessor contractors.

SECTION 2. The seniority of each Employee solely has relation to other Employees under this contract, and represented by the Union. For the purposes of this Article, a Lead man shall be considered as within the classification from which he/she was promoted to the Lead man classification.

SECTION 3. Subject to the provisions of Article 6, Nondiscrimination/Equal Employment Opportunity/Affirmative Action Program, reductions in force/layoffs and recalls/rehires shall be made on the basis of seniority and the ability to perform available work. For the purposes of this Article, if two (2) or more persons have an equal number of day's seniority, the relative seniority shall be based on the Employee with the earliest birth date (mm/dd/yyyy) will be deemed to be the most senior.

ARTICLE 28 SENIORITY (Continued)

SECTION 4. In the event an Employee is reduced in force/laid off and is recalled/rehired within one (1) year, his/her seniority shall include that seniority which he/she had accumulated prior to his layoff.

SECTION 5. Seniority shall not be accumulated for periods of approved leave of absence in excess of three (3) months unless the leave is for service of the Union or for recall to active duty in the military in which case his/her seniority shall continue to accumulate indefinitely.

SECTION 6. Seniority shall be lost by an Employee under the following circumstances:

- a) Discharge by the Contractor for cause;
- b) Quit or voluntary termination;
- c) Layoff for a period in excess of one (1) year;
- d) Failure to report on time when recalled from layoff;
- e) Failure to return to the active payroll within one (1) year of release from employment for medical reasons;
- f) Released from employment due to inability to secure or retain User access to area for which he was hired.

SECTION 7. Subject to the provisions of Article 6, Non-discrimination/Equal Employment Opportunity/Affirmative Action Program, recall/rehire shall be in reverse order of reduction in force/layoff subject to the Contractor's need for workers to perform the work available and subject to satisfactory qualifications to perform the work. Employees being recalled shall be notified by the Union. The Union shall be notified by registered mail, return receipt requested. The Union is responsible for notification to the Employee. If the Contractor does not receive a reply from the Employee within six (6) workdays from the date of delivery of notification to the Union as shown on the registration mail receipt, or if the Employee does not agree to report for work within two (2) calendar weeks after he/she receives notification, or if the Employee does not report for work on the date he/she agrees to report, the Employee will be considered to have forfeited all his seniority and recall rights. The time limits set forth above are to be strictly complied with but may be extended by the Contractors. In the case of an emergency, the Contractors may temporarily fill any vacancy.

SECTION 8. When a job is abolished or a layoff is in effect, the affected Employee shall have the right to exercise his seniority rights to displace another Employee, in an equal or lower classification, provided he/she has the skill and ability to perform the job. Such Employee shall retain full seniority rights for all purposes. If a job is re-established, it shall immediately be put up for bid.

ARTICLE 28 SENIORITY (Continued)

SECTION 9. All Employees shall undergo an initial probationary period. Those hired into a classification listed in Appendix A shall undergo a ninety (90) day initial probationary period. Those hired into a classification listed in Appendix B shall undergo a sixty (60) day initial probationary period. During such probationary period, the Employees shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the Employees shall be entitled to seniority dating back to the original date of hire. Such Employees may be discharged for any reason during this probationary period without any right to dispute the discharge under the Grievance and Arbitration Procedure.

SECTION 10. The provisions of this Article shall not in any way restrict the Contractor's right to temporarily assign an Employee covered by this Agreement to work covered by any of the classifications set forth in Appendix A or B of this Agreement provided the Employee is qualified to perform the work in question as determined by the Contractor.

SECTION 11. The Contractor agrees to furnish semi-annually to the Union copies of a seniority list showing the seniority of each Employee covered by this Agreement and represented by the Union. If the Union disputes the seniority shown for any Employee on the seniority list, it must file such a protest within thirty (30) calendar days after receipt of the list. In the event no such protest is received, the seniority of each Employee shall stand as shown on such list.

SECTION 12. Job bidding, for the purposes of this Agreement, shall mean bidding for promotions, shifts and area assignments. Designation of Lead Men within an area or function is the prerogative of the Contractor.

In agreeing to a job-bidding program, the parties acknowledge that national security regulations and requirements may override any other consideration in the award of a job bid.

- a) When a vacancy exists in a classification covered by this Collective Bargaining Unit, it shall be posted internally for a minimum of seven (7) calendar days in order for employees to make application in writing to the appropriate department manager. The posting shall include classification, location, shift, qualifications and pay scale. The Contractor shall notify the Union Business Agent by e-mail of all internal postings.
- b) Temporary vacancies of sixty (60) calendar days or less need not be posted.
- c) The Contractor reserves the right to cancel any posted job notice prior to award of the position.

ARTICLE 28 SENIORITY (Continued)

- d) In filling vacancies, the qualifications of those bidding will be compared to the requirements of the position. Security clearance requirements, employee classifications, and documented job skills, dependability, and efficiency will be of primary consideration. A qualified individual is one who is prepared to meet all job requirements as described in the Job vacancy announcement for the open position within a thirty (30)-day probationary period. For example, to qualify for a Supply Technician position, the Employee should have verifiable warehousing experience specifically including computerized inventory systems, and the appropriate forklift certifications. If those requirements are met by more than one individual, the job will be awarded to the most senior qualified Employee, as defined elsewhere in this Article.
- e) The successful bidder shall be assigned to the new job within ten (10) working days after the job has been awarded, unless the posted position specifically designates an effective date more than ten (10) working days in the future. A successful bidder cannot bid for another posted vacancy for six (6) months after the new job is awarded to him/her. (Bids that have been submitted for changes in shift are not subject to the terms of this Section.)
- f) If the Employee is unable to successfully demonstrate his abilities to perform the duties of the position, within thirty (30) days he/she will be returned to his/her previously held position and pay rate, and the next most senior bidder will be given the same opportunity afforded the first Employee.
- g) If no bid is received for a vacant position, or if there is no qualified bidder, the Contractor may, at its option, fill the vacancy by either new hire or transfer. If filling by transfer, the Contractor will assign the least senior Employee meeting requirements.
- h) If an individual in a position returns from an absence due to non-occupational illness or injury of up to six months, he/she shall be returned to the position which he/she held prior to the absence, provided that position still exists, and the Employee who temporarily held the position shall be returned to the position held before bidding into the temporary position.

If an individual in a position returns from an absence due to occupational illness or injury of up to one year, he/she shall be returned to the position which he/she held prior to the absence, provided that position still exists, and the Employee who temporarily held the position shall be returned to the position held before bidding into the temporary position.

ARTICLE 29
CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT FEES

SECTION 1. Upon receipt of an authorization signed by an Employee covered by this agreement and upon notification from the Union, the Contractor shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such Employees' earnings, on the first pay period of each month, the amount owed to the Union by the Employee for his/her monthly Union dues and assessments for each month subsequent to the date of the receipt of the union notification.

SECTION 2. Should any Employee who has executed the authorization have no earnings due him/her on the first pay period of any month or should any Employee's earnings be less than the amount owed or due, deduction shall be made from that Employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues and assessments owed by such Employees.

SECTION 3. Upon receipt of an authorization signed by any Employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Contractor shall withhold from such Employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such Employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues and assessments, it shall continue in effect as to the dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Contractor shall promptly remit to the Secretary-Treasurer of the Union the amount of dues, assessments, or fees the Contractor has withheld during the month involved in accordance with the above provisions. This remittance shall be accompanied by a list, containing the names of Employees and the amount deducted from each Employee's earnings, upon receipt of such remittance and list.

SECTION 5. Nothing herein shall permit the deduction by the Contractor of any assessment levied against an individual Employee or group of Employees unless the levy applies equally to all Employees who have provided a signed authorization card.

ARTICLE 29
CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT
FEES (Continued)

SECTION 6. The aforementioned authorization directing the Contractor to make the deductions provided for above, which was executed by the Employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the Employee gives written notice to the Contractor and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Contractor and the Union of the Employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the Employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues and assessments be deducted from the earnings. It is expressly understood that once the Employee voluntarily executes an authorization, neither the Contractor nor the Union shall be under any liability to any Employee signatory to such authorization with respect to the deduction provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Contractor any Union dues and assessments, initiation and/or reinstatement fees erroneously or improperly withheld from Employees earnings by the Contractor which had been transmitted by the Contractor to the Union.

SECTION 8. The Union agrees to indemnify the Contractor and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions, which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues and assessments, initiation and/or reinstatement fees charged to Employees covered by this Agreement shall be in accordance with the Union's Local Bylaws and Constitution.

SECTION 10. The Contractor agrees to withhold on a once-a-month basis from Employees who have signed a proper authorization card a donation made out to DRIVE, which is to be submitted to Teamsters Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each Employee in whose behalf a deduction is made. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 30 GRIEVANCE AND ARBITRATION

SECTION 1. A grievance shall be defined as a dispute regarding the interpretation and application of the provisions of this Agreement filed by the Union or by an Employee covered by this Agreement alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other articles of this Agreement from the Grievance and Arbitration Procedure shall not be construed as within the definition set forth above.

SECTION 2. All grievances shall be handled in the following manner:

Step 1. A grievance may be filed no later than ten (10) working days after the grievance first arises. This time period shall start to run from the first day the Contractor can show the Union or an Employee affected by the Contractor's action knew or should have known of the situation. The grievance must be presented by the Union or the Job Steward to the proper supervisor involved. If the grievance is not resolved with the supervisor within three (3) working days, the grievance may be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

Step 2. In the event the grievance is not satisfactorily disposed of under Step 1 above, it may be appealed by the Union or the Job Steward to the Site Manager or his/her designee, of the Employee's Company. The Union and/or the steward and Site Manager shall meet to discuss the grievance within seven (7) working days of receipt by the manager. The grievance shall be answered in writing within three (3) working days after the meeting.

Step 3. If the grievance is not settled at Step 2 above, the written grievance may, no later than five (5) working days after the Union receives the Site Manager's reply, be referred by the Union to the appropriate Contractor's Project Manager for discussion and resolution. This shall be referred to as Step 3 of the Grievance and Arbitration procedure. If the grievance is denied at this step of the Grievance and Arbitration procedure, the Program Manager will state the reason for such rejection in writing for the Union within five (5) working days after the discussions have concluded.

Step 4. If the grievance is not settled at Step 3, the parties agree to proceed to Federal Mediation and Conciliation Services (FMCS) in an effort to resolve the grievance through mediation, to minimize the need and expense of arbitration. A mediation date shall be selected within fifteen (15) days. If the grievance is not settled at mediation, the moving party will have fifteen (15) calendar days to file for arbitration.

ARTICLE 30 GRIEVANCE AND ARBITRATION (Continued)

By mutual agreement, the Employer and the Union may at any step of the Grievance and Arbitration Procedure engage in non-binding mediation with the Federal Mediation and Conciliation Service. By agreeing to mediation, the parties agree to waive the steps and time limits noted above, except the time for moving a case to arbitration if mediation is not successful.

The parties may mutually agree, in writing, to extend the time limitations of any or all steps.

When a grievance is settled and payment to a grievant is required, the Employer shall make the required payments within twenty-one (21) calendar days.

Step 5. Arbitration – The parties agree that the following shall be the recommended panel of arbitrators under this Agreement:

Frederic Horowitz
Barry Winograd
Mei Bickner

Matthew Goldberg
Alexander Cohn

The Employer and the Union, by mutual agreement shall select replacement arbitrators, and they may at any time by mutual agreement add to the list of arbitrators.

The party moving the grievance to arbitration shall notify simultaneously all of the panel arbitrators of the existence of the dispute and request that an arbitration hearing be held in Las Vegas within 30 days of the notice. The arbitrator who is able to hold the hearing within that time period shall be selected to hear the dispute, or in the event more than one is so able, the arbitrator among them whose name appears first on the above list shall be selected.

In the event that none of the panel Arbitrators is available for a hearing within 30 days, Fredric Horowitz shall be requested to appoint an alternate to hear the matter and if he is unable or unwilling to do so, then the other arbitrators shall be requested in descending order to make the appointment, or the parties may mutually agree to select any other Arbitrator to hear the matter in lieu of the foregoing panel. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by the same means to the party alleged to be in violation. The Arbitrator selected shall notify the parties by fax, email or telephone of the place and time for the hearing, which shall be completed in one session. The failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator. No post-hearing briefs may be filed and the Arbitrator shall be requested to issue a decision at the conclusion of the hearing, including closing arguments, but in no event later than 48 hours.

ARTICLE 30 GRIEVANCE AND ARBITRATION (Continued)

Although a court reporter may be present at the request of any party, closing arguments and the Arbitrator's decision shall be made without waiting for a transcript.

The arbitrator shall have no power or authority to add to, subtract from, change or alter any terms or provisions of this Agreement. The arbitrator's decision shall be final and binding on all parties to the Arbitration proceeding, including any employees affected by it.

All fees and expenses with the impartial arbitrator and the cost of the hearing room shall be paid by the losing party, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall determine in the award which party, if either, is the losing party.

ARTICLE 31 DISCIPLINE AND DISCHARGE

SECTION 1. It is understood and agreed by the Contractor and Union that the principle of progressive discipline will apply. The Contractor may discipline or discharge Employees for just cause. All forms of discipline, including warnings, shall be administered consistently with the severity of the offense committed and the Employee's prior disciplinary history. Should the Employee feel such action improper, he/she may utilize the Grievance Procedure in Article 30 provided the employee has completed the probationary period defined in Article 28, Section 9.

SECTION 2. Employees will be offered the opportunity to have a Steward present at any meeting with management involving a possible disciplinary action. In the event the employee refuses having a steward present, the employee will sign an acknowledgement indicating such. In cases of written reprimand, suspension without pay, or discharge, the Contractor agrees to notify the appropriate Steward prior to taking such action where reasonably possible.

SECTION 3. In all cases involving a written reprimand, suspension or discharge, the Union shall receive a copy of the written reprimand, letter of suspension or letter of discharge.

SECTION 4. Disciplinary letters shall be removed from the Employee's file after twelve (12) months provided there have been no further infractions of the same or similar issue committed during that period. However, serious safety related incidents that result in disciplinary action of suspension will remain in the Employee's file for fifteen (15) months, provided there have been no further infractions of the same or similar issues committed during that period.

ARTICLE 31
DISCIPLINE AND DISCHARGE (Continued)

SECTION 5. It is the duty and responsibility of every Employee who will be absent from work when scheduled, or who expects to report for work late, to notify his/her Supervisor as far in advance of the scheduled starting time as possible indicating when he/she expects to report for work. Should the Employee not show proper cause for failing to report for work, or for reporting late, or for failing to notify his/her Supervisor, such failure shall be considered cause for disciplinary action.

SECTION 6. An Employee, who is absent from work for three (3) or more consecutive workdays without proper cause and/or without notifying his/her Supervisor unless satisfactory evidence of inability to report is shown, shall be considered as having resigned without notice.

SECTION 7. In administering the above policy, discipline will be administered in a timely manner. The Employee and the Union will be notified of the disciplinary decision within ten (10) work days after the Contractor knows or should have known of the incident. By mutual agreement of the Contractor and Union, this time limit may be extended to allow for complete investigation of the incident.

ARTICLE 32
RESTRICTIVE WORK PRACTICES

SECTION 1. Due to the major national importance of this program and the vital nature of the work being performed at the Nevada Test and Training Range, the Union agrees there will be no restrictive work practices. The Contractor agrees that no employee shall be required to work under any conditions that are injurious to his health or safety or are in conflict with well-established trade practices.

ARTICLE 33 SUBCONTRACTS

SECTION 1. The Contractor agrees that in subcontracting any work of a substantial or major or continuous nature which is covered by this Agreement to any person, firm, corporation, partnership or other organization, it will require the subcontractor to observe the applicable wage rates, hours and working conditions set forth in this Agreement.

SECTION 2. For purposes of this Article, work shall be considered to be of a substantial or major or continuous nature if its removal from the scope of this Agreement directly results in the reduction in force/layoff of any person covered by this Agreement.

ARTICLE 34 UNION BULLETIN BOARDS

SECTION 1. The Contractors agree to provide bulletin boards for the exclusive use of the Union at locations mutually agreed upon by the Contractor and the Union at appropriate locations in the operation for the purpose of legitimate business of interest to the Employees as follows: (a) notice of meetings, (b) notice of official Union elections and results of same, (c) notice of official Union appointments, and other official business of the Union.

SECTION 2. It shall be the responsibility of the Shop Stewards and the Union Business Representative to post authorized notices. The Shop Stewards shall monitor bulletin boards for compliance with this Article and remove notices that have expired.

ARTICLE 35 HOLIDAYS

SECTION 1. The following holidays or days observed as such are recognized holidays:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holidays that fall on Sunday will be observed on the following Monday and holidays that fall on Saturday will be observed on the preceding Friday.

ARTICLE 35 HOLIDAYS (Continued)

SECTION 2. Full-time Employees assigned to a five (5)-day, eight (8)-hour workweek schedule shall receive ten (10) holidays per year observed under the Contractor's annual holiday schedule.

SECTION 3. Full-time Employees assigned to a four (4)-day, ten (10)-hour workweek schedule shall receive eight (8) holidays per year observed under the Contractor's annual holiday schedule. Specifically excluded from the holiday list in Section 1 above are Martin Luther King Jr's Birthday and Columbus Day.

SECTION 4. Part-time Employees will receive pro-rated holiday pay in-lieu-of time off with pay. Holiday pay for the holidays listed in Section 1 will be pro-rated based on the number of straight-time hours the Employee actually works during the workweek prior to the workweek in which the holiday occurs divided by forty (40) hours.

SECTION 5. Holiday pay is not applicable to an Employee on leave of absence, in inactive status, or on unapproved absence.

SECTION 6. A full-time Employee who is scheduled to work on a day observed as a Holiday under this Article, but is not required to work, shall receive straight-time pay for scheduled hours, provided he/she works his/her last scheduled shift before and his/her next scheduled shift after the Holiday, or he/she is on an approved absence.

SECTION 7. It is understood and agreed that the Contractor reserves the right to require Employees to work on a designated holiday. Any full-time Employee required to work on any day on which the above holidays are observed will be paid, in addition to holiday pay (eight [8] or ten [10] hours, as appropriate, at the straight-time hourly rate), at the rate of time and one-half his regular rate for the hours worked. Part-time Employees will be paid at their straight-time hourly rate for all hours worked on a holiday unless overtime rate is required by the provisions of Article 10, Overtime pay.

SECTION 8. If any of the days on which the above holidays are observed fall on a full-time Employee's day off, said Employee shall be paid holiday pay consisting of eight (8) hours or ten (10) hours, as appropriate, at his/her straight-time hourly rate for such holiday, provided such payment does not conflict with Sections 2, 3 and 4 of this Article.

SECTION 9. If any of the days on which the above holidays are observed occur during an Employee's vacation period, that day will be recognized as a paid holiday and will not be charged as vacation time.

SECTION 10. Holiday pay hours shall be considered as time worked for the purpose of computing overtime.

ARTICLE 36 VACATION

SECTION 1. Length of service for vacation shall be determined by the Employee's length of continuous service with the Contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

SECTION 2. Full-time employees in active pay status for fifty (50) or more hours in a bi-weekly pay period will accrue full vacation credit. Full-time employees in active pay status for less than fifty (50) hours will accrue vacation credit on a pro-rated basis (e.g., forty hours earns eighty (80) percent of vacation credit). The following accrual rates are applicable to full-time Employees:

Months of Service	Accrual Hours Bi-weekly	Total Accrual Hours per Year	Maximum Balance
0-48 months	3.08	80	120 hours
49-168 months	4.62	120	160 hours
169-and above	6.16	160	200 hours

The vacation accrual rate for part-time Employees is based on their actual work hours during the bi-weekly pay period as follows:

Months of Service	Accrual Hours per Hour Worked	Total Accrual Hours per Year	Maximum Balance
0-48 months	.039	80	120 hours
49-168 months	.058	120	160 hours
169-and above	.077	160	200 hours

SECTION 3. At any time an Employee's accrued vacation balance reaches the above maximum, accrual will stop until the Employee's balance falls below the maximum.

SECTION 4. All vacation is paid at the Employee's current straight-time hourly rate in effect at the time the vacation is used. Vacation shall be used in increments of one-half (1/2) hour.

SECTION 5. Vacation shall not be considered as time worked for the purpose of computing overtime.

SECTION 6. Insofar as possible, vacation is to be scheduled in advance and taken at a time mutually agreed upon by the Employee and the Contractor, consistent with the operational needs of the Contractor. It is not the intent of the Contractor to unreasonably deny requests for use of earned vacation.

ARTICLE 36 VACATION (Continued)

SECTION 7. If, due to operational requirements or manpower shortages, the Contractor denies a vacation period which had been previously approved under Section 6, above, and such denial results in the Employee's vacation accrual balance reaching the maximum balance shown in Section 2, above, the Employee will receive vacation pay equal to the number of vacation hours scheduled in the denied period.

SECTION 8. If multiple Employees request vacation for the same time period and the Contractor cannot approve all requests due to operational requirements or manpower shortage, such vacation requests will be approved in seniority order.

SECTION 9. An Employee terminated for any reason shall receive pay for any unused earned vacation.

ARTICLE 37 PERSONAL LEAVE / SICK LEAVE

SECTION 1. Personal leave/sick leave will be accrued at the rate of 1.92 hours each bi-weekly pay period in which full-time employees are in active pay status for at least fifty (50) hours. Part-time Employees will accrue personal leave/sick leave at a proportionately reduced rate based on their regularly scheduled workweek divided by forty (40) hours. Employees may accumulate personal leave/sick leave up to a maximum of 80 hours.

SECTION 2. It is understood that personal leave/sick leave, except in emergency situations, shall be scheduled consistent with the operational needs of the Contractor. It is expected that reasonable notice will be given by the Employee prior to utilization of personal leave/sick leave.

SECTION 3. An employee returning to work after an illness or non-job incurred disability lasting three (3) or more days, may be required to provide a doctor's note.

SECTION 4. Personal leave/sick leave will be paid at the straight-time hourly rate and may be used in increments of one-half (1/2) of an hour.

SECTION 5. Personal leave/sick leave shall not be considered as time worked for the purpose of computing overtime.

SECTION 6. Unused personal leave/sick leave hours shall not be payable upon an Employee's termination.

ARTICLE 38 FAMILY AND MEDICAL LEAVE

SECTION 1. The Employer and the Union will comply with the Family and Medical Leave Act as provided by applicable law. The Employer and the Union agree that in the application of this Act the yearly period is any twelve (12) months, which is measured backward to the employee's last Family and Medical Act absence.

SECTION 2 . The Employer agrees that all employees covered by this Agreement are eligible for FMLA benefits in accordance with the Act and applicable regulations regardless of their employer's status under the Act relative to the number of employees on the work site.

ARTICLE 39 COURT DUTY

SECTION 1. An Employee who is called to be selected or to serve on a jury impaneled by a civil authority or who has been subpoenaed to testify as a witness in legal proceedings, to which the Employee is not a party, shall be granted time off with pay. It is understood and agreed that this benefit applies only to an Employee's regularly scheduled days of work and no benefits shall be paid for time spent serving on juries or as a witness on days on which the Employee was not regularly scheduled to work.

Payment for Court Duty, as provided herein, shall be limited to a maximum of thirty (30) days in any twelve (12) month period. At the request of the Employer, the Employee shall furnish satisfactory evidence of such court service for which he claims benefits as herein provided.

The provisions of this Article shall not apply to any summons received by an Employee ten (10) or more working days prior to his date of hire.

ARTICLE 40 MILITARY LEAVE

SECTION 1. Employees who are members of the United States Armed Forces Reserves or National Guard who are ordered to active duty will be granted a leave of absence in accordance with Company Policy, and Federal Law.

SECTION 2. The parties agree Employees who are members of the United States Armed Forces Reserves or National Guard who are ordered to temporary training duty be entitled to up to the equivalent of two (2) weeks pay in any one calendar year. The differential will be calculated on a daily basis using the Employee's base hourly wage rate times eight (8) hours/ten (10) hours and the Employee's basic daily compensation received from the military exclusive of travel pay, subsistence and quarters' allowances. Evidence of orders and amount of military pay are required in order to support military leave pay requests.

ARTICLE 41 BEREAVEMENT LEAVE

SECTION 1. Bereavement leave up to two (2) workdays can be taken and shall be paid when an employee loses time from work due to a funeral or interment of a member of his immediate family. If the funeral or interment is over 150 miles from the Employee's residence, two (2) additional workdays may be approved. To be eligible for bereavement leave, the employee must attend the funeral or interment. Bereavement leave shall be paid only upon request. Part-time employees will receive bereavement pay for the hours they were scheduled to work on the day(s) of leave. Immediate family is defined as current spouse, or registered domestic partner as defined by the state of Nevada under Nevada Revised Statue 122A, sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, current grandparents, spouse's or registered domestic partner's current grandparents, grandchildren, spouse's or registered domestic partner's current grandchildren, current stepparents, current stepchildren, current foster child and current foster sibling. Verification acceptable to the Company of the death and relationship shall be given to the Contractor upon request.

SECTION 2. Bereavement leave shall not be considered as time worked for the purpose of computing overtime.

ARTICLE 42 PHYSICAL EXAMINATIONS

SECTION 1. The Contractor may have any Employee in a position subject to this Agreement, submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors. The Contractor can require a physical examination be conducted when there are valid concerns about an Employee's physical ability to safely perform his normal job duties.

SECTION 2. The Contractor agrees to pay an Employee for time spent in a physical examination ordered by the Contractor.

SECTION 3. Any report resulting from any examination specified above shall be made available to the Employee involved upon written request by said Employee.

SECTION 4. It is not the intent of the Contractor to use the results of any of the above physical examinations against the Employee involved unless the results show that the continuation on the job by said Employee would be detrimental to himself/herself or hazardous to other persons.

In the event a dispute arises between the parties over the Contractor's use of the results of a physical examination against an Employee or applicant pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedure set forth in Article 30.

SECTION 5. If within six (6) months a subsequent physical examination by the Contractor discloses that the Employee has remedied the disability and is capable of performing his/her duties, he can be employed without loss of seniority.

SECTION 6. The Contractor agrees that every effort will be expended to place a disabled Employee in a position, which such Employee can safely perform.

SECTION 7. The Contractor agrees to provide appropriate physical examinations for Employees who are required by the Contractor to maintain a Commercial Driver's License or FAA Class II Flight Physical.

SECTION 8. The Contractor agrees to pay the total cost for the employee whose job description mandates a commercial driver's license. Once approved by management, the Contractor agrees to pay the difference between the Class C Driver's License and the Commercial Driver's License for all employees whose job description does not mandate a Commercial Driver's License.

ARTICLE 43 SAFETY AND HEALTH

SECTION 1. It is the responsibility of the Contractor to provide a safe working environment free of recognized hazards and in compliance with the State, Federal, and DOD Safety and Health standards and directive. It is also the Contractors responsibility to provide appropriate training to ensure that Employees are aware of their responsibility to comply with the safety, health, environmental and fire prevention rules and procedures applicable to their work tasks.

SECTION 2. The Contractors and Employees covered by this Agreement shall comply with all applicable State, Federal and DOD Health standards and the Employers Safety and Health policies and procedures.

SECTION 3. The Contractor shall provide adequate Personal Protective Equipment (PPE), as applicable for work covered by this Agreement. Employees are required to comply with safety codes and requirements regarding the wearing of Personal Protective Equipment (PPE), in the performance of their duties.

- a) Prescription Safety Glasses: Employees shall be entitled to an allowance of \$200 every 24 months for safety glasses (Z-87), unless there is a major prescription change within the two year period. Receipt for reimbursement must be submitted within 30 calendar days of purchase.
- b) Safety Boots: Employees shall be entitled to a safety boot allowance of \$150 per year. Receipt for reimbursement must be submitted within 30 calendar days of purchase.
- c) Employees working in the Services Department will be reimbursed up to \$100 per year for nonskid slip resistant shoes. For an employee working in the dining facility, the shoes worn must be black restaurant style. Receipt for reimbursement must be submitted within 30 calendar days of purchase.

SECTION 4. The Contractor shall provide cool, potable drinking water and sanitary disposable cups at the work location, and adequate toilet facilities, which are reasonably accessible. It is the intent of this Section to provide drinking water on a daily basis, at the beginning of the shift. In the application of this section, if a water fountain is available at the work location, the Contractor will not be required to provide any other water or cups at that location.

SECTION 5. On The Job Injuries: When an Employee covered by this Agreement is injured on the job during his/her regular straight-time shift to the extent of being unable to work for the remainder of their shift shall be paid their full straight-time shift at his/her regular rate. His/her ability to work or not work shall be determined by a qualified medical provider.

ARTICLE 43 SAFETY AND HEALTH (Continued)

SECTION 6. Workers Compensation: The Contractor and the Union are encouraged to develop and implement alternative dispute resolution procedures to resolve worker's compensation claims disputes when and where permissible and/or legal.

ARTICLE 44 SUBSTANCE ABUSE POLICY

SECTION 1. The Union and the Contractor agree to abide by the Contractor's Substance Abuse Policy, which is incorporated into this Agreement by reference.

SECTION 2. The Union and the Contractor agree that Employees with Commercial Drivers Licenses are subject to the Department of Transportation requirements on drug and alcohol testing.

SECTION 3. The Contractor agrees to pay an Employee for actual time spent in a substance test ordered by the Contractor. Such time will count as time worked for the purpose of computing overtime.

ARTICLE 45 HEALTH & WELFARE

SECTION 1. The monthly Health and Welfare contribution amount shall be distributed by Teamster's Local 631 Security Fund to Major Medical, Retiree Medical Funds Payment and Dental/Vision as indicated in the Wage and Benefits Supplement to this Agreement. Contributions set forth in Sections 2, 3, and 4 shall be appropriately distributed by the Security Fund to the Medical, Dental/Vision and Retiree's Medical Funds.

SECTION 2. The Employer shall contribute the current monthly amount to the Teamster's Local 631 Security Fund on behalf of those employees covered by this Agreement who worked or are paid during the calendar month for 86 (eighty-six) hours or more.

SECTION 3. In cases of a government ordered furlough or layoff, if the company is reimbursed by the government then the company will contribute the full cost of health insurance for the affected employees regardless of the amount of hours worked in the current month.

Section 4. The employer shall contribute one-half of the monthly amount per month on behalf of those employees covered by this agreement who work or are paid for less than 86 (eighty-six) hours during the calendar month.

ARTICLE 45

HEALTH & WELFARE (Continued)

SECTION 5. The employer shall contribute the hourly amount for employees who have not completed one full calendar month with the employer for all hours worked paid.

SECTION 6. Employees covered by this Agreement may participate in Company specific optional insurance programs including Employee life, dependent life, accidental death and dismemberment, short-term disability and long-term disability. The Employee will pay the full cost of these programs. As these optional insurance plans are provided by outside vendors and/or are Company-wide plans, the Company may find it necessary or desirable to amend, revise, or replace some or all of these plans during the term of this Agreement. Should this occur, the Company will notify the Union prior to such action.

ARTICLE 46

PENSION

SECTION 1. The Contractor shall contribute the hourly contribution amount indicated in the Wage and Benefit supplement in this Agreement to the Western Conference of Teamster's Pension Trust Fund on behalf of all employees covered by this Agreement.

SECTION 2. The Contractor agrees to abide with all terms and conditions of the Western Conference of Teamster's Pension Fund.

SECTION 3. The Union may allocate from wages to pension at any time during the life of this Agreement with 45 days written notice to the Contractor.

ARTICLE 47

TRAINING TRUST

SECTION 1. The Contractor shall contribute the hourly contribution amount indicated in the Wage and Benefit supplement in this Agreement.

SECTION 2. The Contractor agrees to abide with all terms and conditions of the Southern Nevada Teamsters Construction Training Trust.

SECTION 3. The Union may allocate from wages to the Training Trust at any time during the life of this Agreement with 45 days written notice to the Contractor.

ARTICLE 48
DEPARTMENT OF DEFENSE (DOD) ORDERS AND DIRECTIVES

SECTION 1. It is understood and agreed that the Contractor's operations involved herein are subject to its contract with the U.S. DOD and the Orders and Directives of said DOD, and it is agreed that should any Orders or Directives of the customer conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict.

ARTICLE 49
GENERAL SAVINGS CLAUSE

SECTION 1. It is not the intent of either party to this Agreement to violate any federal, state, or local laws governing the subject matter contained herein. All parties to this Agreement agree that, if any provisions contained herein are finally held or determined to be illegal or void by a court of competent jurisdiction, or if any provisions shall be contrary to any Law or Regulation which has the full force and effect of law, such invalidation or illegality shall not serve to invalidate the remaining provisions of this Agreement and they shall remain in full force and effect for the term of this Agreement. The parties agree to promptly enter into negotiations concerning the clauses affected by such a legal decision for the purpose of achieving conformity with the requirements of any applicable law or regulation so violated.

ARTICLE 50
SUCCESSORS CLAUSE

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto and shall not be affected by any change in the ownership, bankruptcy, or management, of either party hereto. The Union expressly acknowledges and agrees that the Contractor is performing under contract with the United States Air Force, and that in the event the Contractor's contractual relationship with the United States Air Force shall terminate, the Contractor shall be relieved of all other obligations under said Agreement.

SECTION 2. The Employer shall give notice of the existence of the Agreement to any purchaser, or assigns of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, or transferor, executes a contract or transaction as herein described. The Union shall also be advised of the nature of the transaction, not including financial details.

ARTICLE 51 MAINTENANCE OF STANDARDS

SECTION 1. The Contractor agrees that all conditions of employment relating to wages, hours of work, overtime provisions and working conditions, consistent with the provisions of this Agreement, will be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

ARTICLE 52 TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of October 1, 2013.

SECTION 2. This Agreement shall remain in effect through the 30th day of September, 2017, and shall continue from year to year thereafter unless the Contractor or the Union gives written notice to the other of a desire to change, amend, modify, or terminate this Agreement at least ninety (90) days prior to September 30, 2017, or prior to September 30 in any subsequent year thereafter.

APPENDIX A

CLASSIFICATIONS, WAGES AND BENEFIT TRUST CONTRIBUTIONS

Classifications		10/1/13	10/1/2014	10/1/2015	10/1/2016
Scheduled Wage Increases	Current	\$1.10	\$.92	\$.82	\$.85
AGE/Barrier/Power Prod Mech	\$25.91	\$27.01	\$27.93	\$28.75	\$29.60
Air Traffic Cntl Station	\$23.84	\$24.94	\$25.86	\$26.68	\$27.53
Air Traffic Cntl Terminal	\$26.05	\$27.15	\$28.07	\$28.89	\$29.74
Aircraft Painter	\$0.00	\$27.58	\$28.50	\$29.32	\$30.17
Aircraft Servicer	\$20.91	\$22.01	\$22.93	\$23.75	\$24.60
Alarm Mechanic	\$25.91	\$27.01	\$27.93	\$28.75	\$29.60
Appliance Tech	\$25.91	\$27.01	\$27.93	\$28.75	\$29.60
Automotive Worker	\$21.28	\$22.38	\$23.30	\$24.12	\$24.97
Boiler Tender	\$25.38	\$26.48	\$27.40	\$28.22	\$29.07
Bus Driver	\$18.43	\$19.53	\$20.45	\$21.27	\$22.12
Carpenter, Maintenance	\$22.75	\$23.85	\$24.77	\$25.59	\$26.44
Electrician, Maintenance	\$25.91	\$27.01	\$27.93	\$28.75	\$29.60
Electrician High Voltage	\$0.00	\$29.00	\$29.92	\$30.74	\$31.59
Equipment Mechanic Hvy.	\$27.64	\$28.74	\$29.66	\$30.48	\$31.33
Equipment Operator Hvy.	\$27.64	\$28.74	\$29.66	\$30.48	\$31.33
Facility Maint Coordinator	\$21.98	\$23.08	\$24.00	\$24.82	\$25.67
Fuel Distribution Mechanic	\$23.27	\$24.37	\$25.29	\$26.11	\$26.96
Fuels Technician 1	\$20.70	\$21.80	\$22.72	\$23.54	\$24.39
Fuels Technician 2 *	\$21.20	\$22.30	\$23.22	\$24.04	\$24.89
General Maintenance Worker	\$21.28	\$22.38	\$23.30	\$24.12	\$24.97
HRAC Mechanic, Maintenance	\$24.33	\$25.43	\$26.35	\$27.17	\$28.02
Locksmith	\$21.92	\$23.02	\$23.94	\$24.76	\$25.61
Material Coordinator	\$19.17	\$20.27	\$21.19	\$22.01	\$22.86
Motor Metal Mechanic	\$22.78	\$23.88	\$24.80	\$25.62	\$26.47
Motor Vehicle Mechanic	\$22.25	\$23.35	\$24.27	\$25.09	\$25.94
Overhead Crane Inspector	\$0.00	\$25.91	\$26.83	\$27.65	\$28.50
Painter, Maintenance	\$23.35	\$24.45	\$25.37	\$26.19	\$27.04
Plumber Maintenance	\$25.01	\$26.11	\$27.03	\$27.85	\$28.70
Sign Fabricator	\$0.00	\$24.45	\$25.37	\$26.19	\$27.04
Stock Clerk	\$18.60	\$19.70	\$20.62	\$21.44	\$22.29
Supply Technician	\$23.65	\$24.75	\$25.67	\$26.49	\$27.34
Surveyor Chief	\$30.86	\$31.96	\$32.88	\$33.70	\$34.55
Truck Driver - Heavy	\$20.70	\$21.80	\$22.72	\$23.54	\$24.39
Truck Driver - Medium	\$18.38	\$19.48	\$20.40	\$21.22	\$22.07
Water Treatment Plant Operator	\$27.08	\$28.18	\$29.10	\$29.92	\$30.77
Welder Maintenance	\$22.78	\$23.88	\$24.80	\$25.62	\$26.47

* Employees classified as Fuel Technician I will progress to Fuel Technician II upon successful completion of required training, not to exceed twelve (12) months.

BENEFIT TRUST CONTRIBUTIONS APPENDIX A

Benefit Trust	<i>Current</i>	6/1/14	6/1/15	6/1/16	6/1/17
Health & Welfare					
Monthly Rate	\$988.33	\$1,040.00	\$1,090.00	\$1,140.00	\$1,190.00
Hourly Rate	\$5.70	\$6.00	\$6.29	\$6.58	\$6.87
Retiree Medical					
Monthly Rate	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Hourly Rate	\$.15	\$.15	\$.15	\$.15	\$.15
Pension	<i>Current</i>	2/24/2014	10/1/2014	10/1/2015	10/1/2016
Hourly Rate	\$4.40	\$4.60	\$4.60	\$4.60	\$4.60
Training Trust					
Hourly Rate	.45	.25	.25	.25	.25

APPENDIX B

CLASSIFICATIONS, WAGES AND BENEFIT TRUST CONTRIBUTIONS

<i>Classifications</i>		10/1/13	10/1/2014	10/1/2015	10/1/2016
<i>Scheduled Wage Increases</i>	<i>Current</i>	<i>\$ 1.10</i>	<i>\$.92</i>	<i>\$.82</i>	<i>\$.85</i>
Cashier	\$15.43	\$16.53	\$17.45	\$18.27	\$19.12
Cook	\$19.39	\$20.49	\$21.41	\$22.23	\$23.08
Food Service Worker	\$15.37	\$16.47	\$17.39	\$18.21	\$19.06
Grounds Maintenance Laborer	\$16.54	\$17.64	\$18.56	\$19.38	\$20.23
Housekeeper	\$15.37	\$16.47	\$17.39	\$18.21	\$19.06
Janitor	\$15.37	\$16.47	\$17.39	\$18.21	\$19.06
Lodging Clerk	\$18.17	\$19.27	\$20.19	\$21.01	\$21.86
Recreational Attendant	\$15.37	\$16.47	\$17.39	\$18.21	\$19.06
Storeroom Worker	\$17.86	\$18.96	\$19.88	\$20.70	\$21.55

BENEFIT TRUST CONTRIBUTIONS APPENDIX B

Benefit Trust	Current	6/1/14	6/1/15	6/1/16	6/1/17
Health & Welfare					
Monthly Rate	\$988.33	\$1,040.00	\$1,090.00	\$1,140.00	\$1,190.00
Hourly Rate	\$5.70	\$6.00	\$6.29	\$6.58	\$6.87
Retiree Medical					
Monthly Rate	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Hourly Rate	\$.15	\$.15	\$.15	\$.15	\$.15
Pension	<i>Current</i>	<i>2/24/2014</i>	<i>10/1/2014</i>	<i>10/1/2015</i>	<i>10/1/2016</i>
Hourly Rate	\$2.30	\$2.50	\$2.50	\$2.50	\$2.50
Training Trust					
Hourly Rate	.45	.25	.25	.25	.25

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of October, 2013.

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION 631**


FOR THE EMPLOYER(S):

PAE

By: 

Its: Secretary - Treasurer

Date: 3/17/14

By: 

Its: PAE-RSS HR & LR Manager

Date: 3-17-14

C Martin Company, Inc.

By: 

Its: President

Date: 3/13/2014

Fluor Federal Solutions LLC

By: 

Its: Rex Beck

Date: 3/13/2014